

DEILY, MOONEY & GLASTETTER, LLP  
8 Thurlow Terrace  
Albany, New York 12203  
(518) 436-0344  
Kathy McCullough Day, Esq.

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NEW YORK

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In Re:

MARC D. PRIORE,  
  
Debtor.

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**NOTICE OF MOTION FOR RELIEF  
FROM AUTOMATIC STAY PURSUANT  
TO 11 U.S.C. SECTION 362(d)(1)**

Case No. 11-13548-CLB  
(Chapter 7)

SIRS:

PLEASE TAKE NOTICE that upon the Motion for Relief from Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1), of secured creditor, TD Auto Finance LLC f/k/a Chrysler Financial Services Americas LLC d/b/a Chrysler Financial f/k/a DaimlerChrysler Financial Services Americas LLC d/b/a Chrysler Financial, dated November 15, 2011, the undersigned will move at a hearing to be held at the United States Bankruptcy Court, Olympic Towers, 300 Pearl Street, Suite 250, **Part II**, 3rd Floor, Buffalo, New York 14202-2501 on the 5th day of December, 2011 at 11:30 a.m. of that day, or as soon thereafter as counsel can be heard, for an Order pursuant to 11 U.S.C.

Section 362(d)(1) granting such creditor relief from automatic stay, for costs and disbursements of this action, and for such other and further relief as to the Court may seem just and proper.

DATED: November 15, 2011  
Albany, New York

Yours, etc.

/s/ Kathy McCullough Day  
Kathy McCullough Day, Esq.  
DEILY, MOONEY & GLASTETTER, LLP  
Attorneys for Creditor  
TD Auto Finance LLC f/k/a Chrysler Financial  
Services Americas LLC d/b/a Chrysler  
Financial f/k/a DaimlerChrysler Financial  
Services Americas LLC d/b/a Chrysler  
Financial  
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TO:

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Office of the U.S. Trustee  
Olympic Towers  
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Buffalo, NY 14202

Marc D. Priore (Debtor)  
58 Chamberlin Dr  
Buffalo, NY 14210

Deborah A. Priore (Party in Interest)  
58 Chamberlin Dr  
Buffalo, NY 14210

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**MOTION FOR RELIEF FROM  
AUTOMATIC STAY PURSUANT  
TO 11 U.S.C. SECTION 362(d)(1)**

Case No. 11-13548-CLB  
(Chapter 7)

TD Auto Finance LLC f/k/a Chrysler Financial Services Americas LLC d/b/a Chrysler Financial f/k/a DaimlerChrysler Financial Services Americas LLC d/b/a Chrysler Financial, a secured creditor in the above-captioned bankruptcy case, by its counsel, DEILY, MOONEY & GLASTETTER, LLP, as and for a Motion for Relief from Automatic Stay pursuant to 11 U.S.C. Section 362(d)(1), or, in the alternative, for adequate protection, states the following as grounds therefor:

1. On October 10, 2011, the debtor, above-named, filed a voluntary petition in Bankruptcy under Title 11, Chapter 7, U.S.C., in the United States Bankruptcy Court, for the Western District of New York.
2. The Court has jurisdiction to entertain this motion under 28 U.S.C. Section 157.
3. TD Auto Finance LLC f/k/a Chrysler Financial Services Americas LLC d/b/a Chrysler Financial f/k/a DaimlerChrysler Financial Services Americas LLC d/b/a Chrysler Financial (hereinafter "TD Auto Finance LLC") is a secured creditor herein and the holder of a duly perfected

purchase money security interest in one (1) 2008 Chrysler Town and Country(V.I.N. 2A8HR54P28R804291) (hereinafter "collateral") owned by and, upon information and belief, in the possession and control of the debtor, above-named.

4. Pursuant to 11 U.S.C. Section 362, upon the commencement of the instant bankruptcy case, TD Auto Finance LLC is stayed from taking any action against the debtor to obtain possession of the collateral.

5. On September 30, 2008, the debtor and Deborah A. Priore entered into a Retail Installment Contract (hereinafter "Contract") with Mid-City Acquisition, LLC (hereinafter "dealer") for the purchase of the collateral. Pursuant to the terms and conditions of the Contract, the dealer was granted a purchase money security interest in the collateral. Thereafter, the Contract, pursuant to its terms, was duly assigned by the dealer to TD Auto Finance LLC for good and valuable consideration. TD Auto Finance LLC is now the holder and owner of said Contract. A copy of the Contract and evidence of the recorded lien are collectively annexed hereto and referred to as Exhibit "A" and made a part hereof.

6. As of November 15, 2011, the debtor's payment obligations to TD Auto Finance LLC pursuant to the terms and conditions of the Contract are as follows:

a.	Gross balance due:	\$8,315.24
	Net balance due:	\$8,316.14

(**NOTE:** The foregoing does not represent any amount which may be due for costs and attorneys' fees as may be allowed by the Court.)

7. TD Auto Finance LLC has ascertained that the wholesale value of its security is FIFTEEN THOUSAND FIVE HUNDRED and 00/100 (\$15,500.00) DOLLARS based on estimated value of the collateral in average condition.

8. The debtor has failed to redeem the collateral pursuant to 11 U.S.C. Section 522 and has not reaffirmed his underlying obligation to TD Auto Finance LLC pursuant to 11 U.S.C. Section 524.

9. Upon information and belief, the debtor intends to surrender the collateral.

10. It is respectfully asserted that TD Auto Finance LLC's interest in the collateral will not be adequately protected if the automatic stay is allowed to remain in effect.

11. Accordingly, sufficient cause exists to grant TD Auto Finance LLC relief from the automatic stay herein which includes, but is not limited to, the following:

a. The debtor is in default under the terms and conditions of the Retail Installment Contract.

b. The security interest of TD Auto Finance LLC with respect to the collateral is not adequately protected as envisioned under 11 U.S.C. Section 361.

c. The collateral is not necessary for an effective reorganization of a bankruptcy estate.

12. It is respectfully submitted that TD Auto Finance LLC is in a more advantageous position to obtain an optimum price for the sale of the collateral thereby increasing the possibility of generating a surplus for distribution to creditors of the estate.

13. No prior application for the relief requested herein has been made.

WHEREFORE, TD Auto Finance LLC f/k/a Chrysler Financial Services Americas LLC d/b/a Chrysler Financial f/k/a DaimlerChrysler Financial Services Americas LLC d/b/a Chrysler Financial respectfully requests that the Court issue an Order, pursuant to 11 U.S.C. Section 362 granting TD Auto Finance LLC relief from automatic stay in order to obtain possession and dispose of its collateral, and for such other and further relief as to the Court may seem just and proper.

DATED: November 15, 2011  
Albany, New York

TD AUTO FINANCE LLC F/K/A CHRYSLER  
FINANCIAL SERVICES AMERICAS LLC  
D/B/A CHRYSLER FINANCIAL F/K/A  
DAIMLERCHRYSLER FINANCIAL  
SERVICES AMERICAS LLC D/B/A  
CHRYSLER FINANCIAL  
By Its Counsel

/s/ Kathy McCullough Day  
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